

## TERM DEPOSIT AGREEMENT

### 1. TERMS AND CONDITIONS FOR USE OF THE TERM DEPOSIT AND PAYMENT OF INTEREST

- 1.1. On the first day of the Deposit Term specified in the Agreement, the Deposit amount shall be transferred from the Deposit Service Account to the Deposit Account specified in the Agreement, which shall be for the sole purpose of storing the Deposit, and the Depositor shall not have any right to manage or use the Deposit Account.
- 1.2. The Depositor may not increase or decrease the amount of the Deposit in the Deposit Account during the term of the Agreement.
- 1.3. Deposit Service Account means a bank or savings account opened with the Bank in the name of the Depositor for the purpose of servicing the Deposit of the Depositor, i.e., to receive the amount of the Deposit, to repay the amount of the Deposit and to pay interest. The Depositor shall have the right to dispose of the funds in the Deposit Service Account in accordance with the bank or savings account agreement concluded between the Bank and the Depositor, as applicable.
- 1.4. The Bank shall calculate and pay to the Depositor the interest at the rate specified in the Agreement on the Deposit in the Deposit Account. Interest shall commence from the first day of the Deposit Term and shall accrue throughout the Deposit Term. No interest shall be accrued for the last day of the Deposit Term. Interest shall be calculated using the following formula: the amount of Deposit x interest rate / 100 / actual number of days in the year (365 or 366) x 30 (if interest is calculated for part of a month, the actual number of days of that month is used instead of 30). The amount of interest for the entire Deposit Term is equal to the sum of the interest for all months in the period. Depending on the terms of the Agreement, the Bank shall pay interest on the following dates: if it is specified that interest is payable monthly, it shall be paid on the last day of each month; if it is specified that interest is payable annually, it shall be paid on the last day of the last month of each year in the month in which one year from the date of conclusion of the Agreement has elapsed; and if it is specified that interest is payable upon maturity of the Deposit, interest is payable on the date of maturity of the Deposit. Interest shall be paid by transferring the accrued interest amount to the Deposit Service Account.
- 1.5. Upon maturity of the Deposit as specified in the Agreement (except if the renewal clause of the Agreement applies), the Bank shall, on the last day of the Agreement, transfer the amount of the Deposit and the accrued interest (to the extent not previously disbursed) to the Deposit Service Account.
- 1.6. The Depositor has the right to unilaterally terminate the Agreement before its term. No interest shall be payable on the Deposit withdrawn before maturity. The overpaid interest amount (if any) shall be deducted from the amount of the Deposit returned to the Depositor. The Deposit may not be withdrawn in instalments. In the event of early termination of the Deposit, the Bank shall pay the Deposit funds to the Client immediately, if possible, but not later than within fourteen (14) calendar days.
- 1.7. If the Depositor requests an automatic renewal of the Agreement, the Agreement shall be renewed for the same term and for the same amount of the Deposit or for the amount of the Deposit plus accrued interest, depending on the Depositor's choice as specified in the Agreement. In the event of renewal of the Agreement, the Bank shall apply to the Depositor the interest rates approved by the Bank on the date of the renewal of the Agreement for such Deposit type and term. Upon renewal of the Agreement, the start date of the Deposit Term shall be the end date of the previous Deposit Term.
- 1.8. In the event of automatic renewal of the Agreement, the total amount of the Deposit and accrued interest, if payable at maturity, shall be credited to the Deposit Service Account on the maturity date of the Deposit and to the Deposit Account at the end of the same day. The Depositor shall ensure that on the last day of the Deposit Term, the Deposit Service Account contains the full amount of the Deposit and, in the case of renewal of the Agreement for the amount of the Deposit plus interest, the full amount of the Deposit and the full amount of interest accrued during the Deposit Term, otherwise

the Agreement shall not be renewed and the renewal clause in the Agreement shall expire automatically and without any separate notice to the Depositor.

- 1.9. If the terms and conditions of the Agreement concluded with a renewal clause do not comply with the terms and conditions (minimum Deposit amount, Deposit Term, etc.) applicable to the appropriate type of deposits on the date of renewal of the Deposit Term, or the Bank has stopped accepting deposits of that type, as well as if there is insufficient amount of money in the Deposit Service Account at the time of the renewal of the Agreement for the renewal of the Deposit, or if the Deposit cannot be renewed due to other reasons beyond the Bank's control (seizure, death of the Depositor, the Depositor is subject to international financial, economic and other sanctions, etc.), or as a result of legal requirements for the prevention of money laundering and terrorist financing (e.g., the Depositor fails to submit an updated Know Your Customer Form, an updated identity document, etc.), the Bank shall have the right not to renew the Agreement automatically without any separate notice to the Depositor.
- 1.10. Notwithstanding paragraph 1.9 of the Agreement, if on the date of expiry of the Deposit Term, in the event of renewal of the Agreement, the Bank no longer accepts term deposits for the term (number of days or months) specified in the Agreement, the Bank shall, without any separate notice to the Depositor, renew the Agreement for the Deposit Term then in force in the Bank, and the Depositor shall be deemed to have accepted the new terms and conditions of the Agreement.
- 1.11. If the Depositor terminates the Agreement and withdraws the Deposit within seven (7) calendar days from the date of renewal of the Agreement, the Agreement shall be deemed not to have been terminated early and the Bank shall pay to the Depositor the full amount of the Deposit.

## **2. MISCELLANEOUS**

- 2.1. The Agreement shall enter into force on the date of its signature and shall expire on the date of expiry of the Deposit Term or upon early termination of the Agreement by either of the Parties. If on the first day of the Deposit Term specified in the Agreement, the full amount of the Deposit specified in the Agreement is not transferred to the Deposit Account, the Agreement shall be deemed not to have been concluded.
- 2.2. The Agreement is concluded at a branch of the Bank or via the Bank's Internet Bank. Documents signed in the Internet Bank have the same legal effect as those signed in a Bank branch.
- 2.3. For the services provided by the Bank, the Depositor shall pay to the Bank the fees/remuneration set out in the *Service Rates* approved by the Bank and in force at the time of the provision of the service, which are publicly available on the Bank's website at [www.sb.lt](http://www.sb.lt) and which form an integral part of the Agreement.
- 2.4. The funds held with the Bank, up to a maximum of EUR 100,000 or the equivalent, are insured by the State Enterprise Deposit and Investment Insurance, as provided for in the Law on Insurance of Deposits and Liabilities to Investors, with the exception of deposits which are not considered as objects of insurance according to the said Law. More detailed information about the Deposit insurance is provided in the Annex to the Agreement "Basic Information on the Bank's Deposit Protection".
- 2.5. The Depositor and the Bank hereby agree that information on deposit insurance shall be provided to the Depositor in account statements as well as via the Internet Bank. If the Depositor does not use the Internet Bank service or has not contacted the Bank within a calendar year in order to obtain an account statement, the information on deposit insurance shall be provided to the Depositor to the email address specified by the Depositor. If the Depositor does not use the Internet Bank, has not contacted the Bank for an account statement, does not have or has not specified his/her email address, the Parties agree that the Depositor shall be informed of deposit insurance by publishing the information on the Bank's website at [www.sb.lt](http://www.sb.lt), which shall be deemed to be an appropriate method of transmission of the information by agreement of the Parties.
- 2.6. The Depositor is aware that if the Bank executes a court decision, orders of a bailiff or any other authority issuing mandatory orders, or if the Depositor breaches the terms of the credit or other agreement concluded with the Bank, the proper performance of which has been secured by pledging the Deposit to the Bank, or in any other case provided for by law, the Bank shall have the right to unilaterally terminate the Agreement early and debit the Deposit and/or Deposit Service Account without any separate consent of and notice to the Depositor.
- 2.7. The Depositor may not, without the Bank's prior written consent, assign his/her rights and/or obligations under the Agreement to third parties and/or encumber the Deposit in any other way, except by pledging the Deposit to the Bank.

- 2.8. The Depositor is hereby informed that the Bank shall process personal data of the Depositor and/or his/her representatives for the purposes of the conclusion and performance of the Agreement, the performance of the Bank's statutory duties and for other purposes consistent with the requirements of legal acts as provided for in the Privacy Policy of Šiaulių Bankas Group companies in Lithuania (hereinafter, the "Privacy Policy"), which is publicly available at <https://www.sb.lt/lt/apie/svarbus-dokumentai/privatumo-politika>. If the Depositor is a legal entity, the Depositor shall inform the persons representing the Depositor of the processing of their personal data by the Bank. At the request of the Depositor and/or his/her representative, the Bank shall provide a paper copy of the *Privacy Policy*.
- 2.9. The Depositor or the person signing the Agreement on behalf of the Depositor is hereby informed that in addition to this Agreement, the relationship between the Bank and the Depositor shall also be governed by the *General Service Rules of Šiaulių Bankas* (hereinafter, the "General Rules") and the *Payment Service Rules of Šiaulių Bankas* (hereinafter, the "Payment Rules"), which are an integral part of the Agreement. The Depositor is aware that the *Payment Rules*, the *General Rules*, the *Privacy Policy* and the *Service Rates* may be amended by the Bank unilaterally in accordance with the procedure provided for in the *General Rules*. The *General Rules*, the *Payment Rules*, the *Service Rates* are publicly available on the Bank's website at [www.sb.lt](http://www.sb.lt) and are not issued separately to the Depositor; however, if the Depositor so requests, the Bank may deliver printed copies of the *General Rules* and the *Payment Rules*. The Depositor or the person signing the Agreement on behalf of the Depositor confirms that, prior to signing the Agreement, he/she had the opportunity and sufficient time to read and assess the *Service Rates*, the *Privacy Policy*, the *General Rules* and the *Payment Rules* published on the website of the Bank (or he/she has received the same as provided for in the Agreement), he/she has read and understood them, and agrees to abide by them.

Šiaulių Bankas AB